



Claims"), subject to the terms and conditions set forth below, including final approval by the 4th Judicial District Court.

### DEFINITIONS

(a) "Claim Amount" means the amount of fees paid to the Hicks Defendants, either directly or indirectly, by or on behalf of a member of the Settlement Class in exchange for enjoined services.

(b) "Claims Period" means the 90 days following the entry of the Order Granting Preliminary Approval of Settlement.

(c) "Class Claims" mean any claims that were or could have been asserted by the Settlement Class against Defendants relating to Hicks' alleged unauthorized practice of law through the preparation of various legal documents, provision of Medicaid planning advice, or other enjoined services as defined by the permanent injunction entered against Hicks by the 114th Judicial District Court of Smith County in 2001 and attached here to as Exhibit A. "Class Claims" does not include any claims arising from the purchase or sale of any alleged interests in National Note of Utah by any Settlement Class Member other than the Named Plaintiffs.

(d) "Class Distribution Order" has the meaning attributed in Paragraph 22.

(e) "Defendants" means Elder Advisory Services, Elder Tax Advisory Group, Elder Advisory Services, LLC, Elder Tax Advisory Group, LLC, and Richard Hicks, Individually, Peter G. Milne, P.C., Peter G. Milne, Individually, and Healy, Milne & Associates, P.C.

(f) "District Court" means the 4th Judicial District Court of Rusk County, Texas.

(g) "Expense Fund" means the \$15,000.00 to be held in trust by The Parker Firm to reimburse Plaintiffs' Counsel its Notice & Administration Costs

(h) "Final Approval Hearing" means the hearing set by the District Court to consider Final Approval of the Settlement Agreement pursuant to Texas Rule of Civil Procedure 42(e) and to

consider entry of the Final Approval Order, Final Judgment & Order of Dismissal.

- (i) "Final Approval Order, Final Judgment & Order of Dismissal" means the order(s) of the District Court substantially in the form attached hereto as Exhibit E finally approving the Settlement Agreement pursuant to conditions mandated by Texas Rule of Civil Procedure 42(e).
- (j) "Hicks Defendants" means Richard Hicks, Individually, Elder Advisory Services, Elder Tax Advisory Group, Elder Advisory Services, LLC and Elder Tax Advisory Group, LLC.
- (k) "Litigation Expenses" means the reasonable costs and expenses incurred by Plaintiffs' counsel in connection with filing and litigating the Class Claims, excluding Notice and Administration Costs.
- (l) "Milne Defendants" means Peter G. Milne, Individually; Peter G. Milne, P.C. and Healy, Milne & Associates, P.C
- (m) "Named Plaintiffs" means Val Ryan and Joy Ryan.
- (n) "Settlement Fund" means the \$115,000.00 (One Hundred Fifteen Thousand and no/100 Dollars) to be held in trust by Plaintiffs' Counsel for the benefit of the Named Plaintiffs, Settlement Class Members and Plaintiffs' Counsel.
- (o) "Notice" means the form of notice substantially in the form attached hereto as Exhibit C.
- (p) "Notice and Administration Costs" means the cost, attorneys' fees, and expenses that have been or are incurred in administering the class in connection with (1) identifying Settlement Class Members and determining the payments, if any, to which they may be entitled pursuant to the Plan of Allocation, 2) providing any notices to the Settlement Class associated with the settlement contained herein and responding to Settlement Class Member inquiries, (3) developing and implementing the Plan of Allocation, and (4) distributing the Settlement Fund to the Settlement Class Members.
- (q) "Order Granting Preliminary Approval of Settlement" means the order substantially in the

form attached hereto as Exhibit B.

(r) "Person" and "Persons" means any individual, corporation, limited liability company, limited partnership, partnership, professional corporation, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

(s) "Plaintiffs' Counsel" means James Holmes, Law Offices of James Holmes, P.C.

(t) "Plan of Allocation" means the plan of allocation of the Settlement Fund set forth in paragraphs 24-29.

(u) "Released Claims" means the "Class Claims" and the Named Plaintiffs' claims arising out of the alleged solicitation, sale and purchase of any alleged interest in National Note of Utah. "Released Claims" does not include any claims by any other Settlement Class Member arising from the alleged solicitation, sale or purchase of any alleged interest in National Note of Utah.

(v) "Released Parties" means Peter G. Milne, P.C., Peter G. Milne, Individually, Healy, Milne & Associates, P.C., Elder Advisory Services, Elder Tax Advisory Group, Elder Advisory Services, LLC, Elder Tax Advisory Group, LLC, and Richard Hicks, Individually, and their parents, subsidiaries, and affiliates and all of their respective past, current, and future respective directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, shareholders, attorneys, accountants, auditors, advisors, investment advisors, personal or legal representatives, predecessors, divisions, joint ventures, spouses, heirs, related or affiliated entities and any entity in which any Defendant has a controlling interest.

(w) "Settlement Class" means all individuals or entities who directly or indirectly paid a fee for or received "Enjoined Services" provided by Richard Hicks, Elder Advisory Services, Elder

Advisory Services, LLC, Elder Tax Advisory Group and/or Elder Tax Advisory Group, LLC on or on or after January 1, 2005. "Enjoined Services" are defined in Exhibit A.

(x) "Settlement Class Member" means a Person that is a member of the Settlement Class who or which does not exclude himself, herself, or itself by timely filing a request for exclusion in accordance with the requirements set forth in the Notice.

(y) "Settlement Effective Date" means the date on which all of the conditions set forth in Paragraph 30 have occurred and the Agreement thereby becomes effective in all respects.

WHEREAS:

A. On, July 23, 2013, the Ryans brought suit individually against the Defendants alleging causes of action sounding in negligence, common law fraud, fraud by non-disclosure, and violations of the Texas Deceptive Trade Practices Act ("DTPA"), related to the Hicks' Defendants ("Hicks") alleged unauthorized practice of law. The Ryans alleged that Hicks prepared various legal documents and provided Medicaid planning advice in violation of a permanent injunction entered against Hicks by the 114th Judicial District Court of Smith County in 2001. The Ryans alleged that Hicks was an employee or agent of the Milne Defendants who were thereby vicariously liable for Hicks' conduct. The Ryans further alleged that the Milne Defendants were independently liable for their own allegedly tortious conduct.

B. On February 11, 2014, the Ryans amended their petition to add claims for breach of fiduciary duty, civil conspiracy and sought a declaratory judgment that the Defendants violated the 2001 permanent injunction and that the Ryans and class members were entitled to restitution for the fees paid for services rendered in violation of the injunction. The Ryans also proposed a class action to consist of every individual or entity who/which paid a fee for "enjoined services" performed by Hicks since January 1, 2005. Exhibit A hereto describes the "enjoined services." Individually, the

Ryans sought damages arising from their purchase of alleged interests in National Note of Utah.

C. The District Court held two hearings to determine whether class certification was appropriate. The District Court granted in part and denied in part the proposed class certification. The District Court granted class status for claims against Hicks of breach of fiduciary duty and unconscionable conduct under the DTPA, granted class status for claims against the Hicks Defendants and the Milne Defendants of partnership, joint venture, joint enterprise, civil conspiracy, and declaratory judgment, and denied class status for claims against the Milne Defendants of breach of fiduciary duty and unconscionable conduct.

D. The Milne Defendants timely filed a Notice of Appeal of the District Court's Class Certification Order with the Sixth Court of Appeals, Texarkana, Texas. The Court of Appeals affirmed the portion of the Order that certified claims against the Hicks Defendants with respect to claims of breach of fiduciary duty, but reversed and remanded the Order with respect to claims for unconscionable conduct against the Hicks Defendants and declaratory judgment against the Defendants.

E. On November 6, 2015, following remand from the Court of Appeals, the Milne Defendants filed no-evidence and traditional motions for summary judgment on the Ryans' and the proposed class' claims. The Milne Defendants contended that there was no-evidence that Milne and Hicks engaged in a partnership, joint venture, joint enterprise, or conspired with one another, and further contended that there was no evidence on elements of the Ryans' and class claims on which they bore the burden of proof at trial. The Milne Defendants also contended that the evidence conclusively disproved as a matter of law the Plaintiffs' and the class' theories of vicarious liability. No hearing was held on those motions.

F. The Settling Parties engaged in mediation efforts on November 9, 2015. In addition to the

evaluating the strengths and weaknesses of the Plaintiffs' individual claims and the Milne Defendants' legal defenses, the Parties assessed the likelihood that the Ryans' and class claims and theories of relief would not be covered by Milne's E&O insurance policy or, even if covered in whole or in part, were subject to a policy limit that was significantly less than the aggregate amount sought by the Plaintiffs and Settlement Class. Hicks was present at the mediation but had no insurance that would cover the Ryans' claims or those of the proposed class.

G. Following mediation and in light of the coverage concerns brought to light, Plaintiffs' counsel and Milne's counsel engaged in an effort to ascertain Milne's financial status as it may relate to collectability of a judgment. A certified financial statement was prepared by Milne's accountant and provided under a stipulation of strict confidentiality to Plaintiffs' counsel and his retained accountant.

H. Ongoing negotiations were conducted between Plaintiffs' counsel and Milne's insurer and a tentative agreement to settle the Ryans' and class claims was reached on or about September 6, 2016, pending the approval of the District Court. Based upon (i) the investigation conducted, (ii) the benefits that the Named Plaintiffs and Settlement Class Members will receive therefrom, (iii) the attendant risks of litigation and collectability from any of the Defendants to satisfy a judgment, and (iv) the risk that any such judgment would not be covered by any insuring agreement, the Named Plaintiffs and Plaintiffs' Counsel have determined that the terms and conditions of the Agreement are fair, reasonable and adequate, and are in the best interests of the Settlement Class Members.

I. Likewise, the Defendants have also determined that the terms and conditions of the Agreement are fair, reasonable and adequate, and are in the best interests of the Defendants. The Defendants have concluded that it is in their best interests to settle the claims previously asserted by the Ryans and the Settlement Class on the terms set forth herein for the purpose of (i) avoiding the burden, significant expense, inconvenience, delay, and uncertainty of continuing litigation, (ii)

obtaining the releases provided for herein, and (iii) putting to rest all controversies that have been or could be raised against the Defendants in the District Court, including on appeal.

J. The settlement contained herein shall in no way be construed or deemed to be evidence of, or an admission or concession on the part of any of the Defendants with respect to any claim of fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. The settlement contained herein shall in no way be construed or deemed to be a concession on the part of the Named Plaintiffs of any infirmity in their claims or those made on behalf of the Settlement Class.

NOW THEREFORE, without any admission or concession by the Named Plaintiffs of any lack of merit of their claims whatsoever, and without any admission or concession by the Defendants of any liability or wrongdoing or lack of merit in their defenses whatsoever, it is hereby:

AGREED, by and among the Settling Parties, through their respective attorneys, subject to final approval by the District Court, and other conditions set forth herein, in consideration of the benefits flowing to the Settling Parties hereto, that as against the Released Parties, the Class Claims and all Released Claims shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice, upon and subject to the following terms and conditions:

**SUBMISSION OF THE SETTLEMENT TO THE**  
**DISTRICT COURT FOR APPROVAL**

1. The Settling Parties have committed in good faith to agree upon the following documents, to be attached to the Agreement prior to its submission to the District Court:
  - a. Exhibit B - Order Granting Preliminary Approval of Settlement;
  - b. Exhibit C -Notice;



- c. Exhibit D - Proof of Claim and Release
  - d. Exhibit E - Order of Final Approval, Final Judgment & Order of Dismissal.
2. The Settling Parties shall use their best efforts to obtain preliminary and final approval of this Agreement from the District Court. As soon as practicable following execution of the Agreement, the Settling Parties shall jointly apply to the District Court for entry of an Order Granting Preliminary Approval of Settlement:
- a. Preliminarily approving the settlement as fair, reasonable and adequate under all the circumstances and directing the parties to give notice to the Settlement Class Members by a Notice in substantially the form attached hereto as Exhibit C.
  - b. Approving the Notice and the method of giving notice to the Settlement Class, as best notice practicable under the circumstances, as due and sufficient notice to the Settlement Class, and as fully satisfying the requirements of due process and applicable law;
  - c. Scheduling a hearing on final approval of the settlement contained herein, upon notice to the members of the Settlement Class, to consider whether (i) the settlement contained herein should be finally approved as fair, reasonable and adequate to the Settlement Class Members; (ii) the Plan of Allocation is fair and reasonable and should be approved and (iii) Plaintiffs' Counsel's application for fees and reimbursement of expenses should be approved.
  - d. Setting a period of time during which members of the Settlement Class may submit a request for exclusion from the Settlement Class pursuant to Rule 42(e)(3), TEX. R. CIV. P. and a period of time during which members may serve written objections to the settlement contained herein or the Plan of Allocation pursuant to Rule 42(e)(4)(A), TEX. R. CIV. P.
  - e. Preliminarily appointing James Holmes of The Law Office of James Holmes. P.C. as counsel for the Settlement Class and Val & Joy Ryan as representatives of the Settlement Class and

f. Providing such other provisions consistent with the terms of the Agreement as the District Court may deem advisable.

3. At the Final Approval Hearing, the Settling Parties shall jointly request entry of the Order of Final Approval, Final Judgment & Order of Dismissal:

a. Approving finally the settlement contained herein as fair, reasonable and adequate within the meaning of Rule 42(e)(1)(C), TEX. R. CIV. P. and directing its consummation pursuant to its terms;

b. Finding that the Notice, and the method of giving notice to the Settlement Class were the best notice practicable under the circumstances, constituted due and sufficient notice to the Settlement Class, and fully satisfied the requirements of due process and applicable law;

c. Approving any requests for exclusion which were timely submitted to the Court in compliance with the Order Granting Preliminary Approval of Settlement;

d. Overruling any objections to the settlement;

e. Confirming that the Named Plaintiffs and other members of the Settlement Class have released all Released Claims against the Released Parties and permanently barring and enjoining any further institution and prosecution, by Named Plaintiffs and other Settlement Class Members of any other or further action against the Released Parties in any court asserting any Released Claims;

f. Confirming the appointment of James Holmes of The Law Office of James Holmes, P.C. as counsel for the Settlement Class;

g. Confirming the appointment of Val & Joy Ryan as the representatives of the Settlement Class;

h. Reserving exclusive jurisdiction over this Agreement and the settlement contained herein, including all further proceedings concerning the administration, consummation, and enforcement of this Agreement and

i. Containing such other and further provisions consistent with the terms of this Agreement and the settlement contained herein to which the Settling Parties expressly consent in writing.

4. At the Final Approval Hearing, the Settling Parties will also request entry of a Class Distribution Order finally determining any disputed claims; approving payment of all timely, valid claims and directing Plaintiffs' Counsel to distribute the Settlement Fund consistent with the Plan of Allocation.

5. No modification of the Plan of Allocation by the District Court shall affect the enforceability of the Agreement, provide any of the Settling Parties the right to terminate the settlement contained herein, or impose any obligation on the Settling Defendants to increase the consideration paid in connection with the settlement contained herein.

6. Plaintiffs' Counsel will submit its Application for Payment of Fees and Reimbursement of Expenses prior to the Final Approval Hearing. Defendants agree not to oppose any such application which is consistent with the terms of this Agreement including the Plan of Allocation.

#### **SCOPE AND EFFECT OF SETTLEMENT**

7. The obligations incurred pursuant to the settlement contained herein shall be in full and final disposition of the Class Claims and Released Claims as against the Released Parties.

8. Upon the Settlement Effective Date, the Named Plaintiffs and all other members of the Settlement Class shall be deemed to have released, dismissed and forever discharged the Released Claims against the Released Parties, with prejudice and on the merits, subject to the terms and conditions set forth herein.

**THE SETTLEMENT CONSIDERATION & DISPOSITION  
OF THE SETTLEMENT FUND**

9. In consideration of the settlement herein, subject to the terms and conditions set forth in this Agreement, on the date of the entry of the Order Granting Preliminary Approval of Settlement Defendants shall pay or cause to be paid to The Parker Firm the sum of \$15,000.00 (Ten Thousand and no/100 Dollars)(the "Expense Fund") to be held in trust for the benefit of the Named Plaintiffs, the members of the Settlement Class and Plaintiff's Counsel. The Parker Firm shall disburse the Expense Fund to reimburse Plaintiffs' Counsel for the time and expenses incurred in connection with the administration of the settlement.

10. In addition, on the Settlement Effective Date, Defendants shall pay or cause to be paid to Plaintiffs' counsel the sum of \$115,000.00 (One Hundred Fifteen Thousand and no/100 Dollars)(the "Settlement Fund") to be held in trust for the benefit of the Named Plaintiffs, the Settlement Class Members and Plaintiffs' Counsel. Plaintiffs' Counsel shall distribute the Settlement Amount in accordance with the terms of this Agreement and the Plan of Allocation.

11. This is not a claims-made settlement. As of the Settlement Effective Date, neither the Released Parties nor their insurers shall have any right to return of the Settlement Fund or any portion thereof. Any portion of the Settlement Fund remaining after the opt-out period determined by the District Court has elapsed and all claims have been submitted and distributions made thereon shall be distributed in accordance with the Plan of Allocation.

**NOTICE AND ADMINISTRATION OF SETTLEMENT**

12. Plaintiffs' counsel shall be responsible for and shall administer and oversee the notice procedure subject to the supervision and direction of the District Court.

13. At or before the preliminary approval hearing, Hicks and Milne's counsel shall provide to Plaintiff's Counsel a list of the names and last known addresses of those within the Settlement Class along with the corresponding Claim Amount paid by or on behalf of each member of the Settlement Class.

14. Not later than thirty (30) days after the entry of the Order Granting Preliminary Approval of Settlement, Plaintiff's Counsel shall cause a copy of the Notice to be mailed to members of the Settlement Class at their last known addresses as derived from the list specified in the foregoing paragraph. In the event a Notice is returned with a forwarding address, Plaintiff's Counsel shall make one additional mailing. Plaintiff's Counsel shall not be obligated to make any additional mailings.

15. Plaintiff's Counsel shall further post a copy of the Notice, the Settlement Agreement and the Proof of Claim & Release form on its website at [www.JamesHolmesLaw.com](http://www.JamesHolmesLaw.com).

16. The Notice shall inform the Settlement Class Members of their right to submit a claim, object to the settlement or request exclusion from the settlement by mailing a written claim form or electronic request for exclusion within ninety (90) days of the entry of the Order Granting Preliminary Approval of Settlement.

17. The Notice shall further inform the Settlement Class Members that only those Settlement Class Members who do not exclude themselves from the settlement may submit a claim for reimbursement of fees paid to Hicks for enjoined services pursuant to this Agreement.

18. Plaintiff's counsel shall be responsible for and shall administer and oversee the allocation and distribution of the Settlement Fund to or for the benefit of the Settlement Class pursuant to the Plan of Allocation.

19. The allocation and distribution procedure shall be conducted under the supervision and

direction of the District Court. Payment from the Settlement Fund made pursuant to and in the manner set forth above and in the Plan of Allocation shall be deemed conclusive of compliance with this Agreement as to all Settlement Class Members.

20. All costs associated with noticing the Settlement Class, allocating and administering the distribution to the Settlement Class Members, and any reasonable and necessary attorney's fees incurred by Plaintiffs' Counsel and any counsel determined to be necessary by the Court to properly administer the distribution, shall first be reimbursed to Plaintiffs' Counsel from the Expense Fund. If the settlement administration costs and/or reasonable and necessary attorney's fees exceed the Expense Fund, Plaintiffs' Counsel may apply to the Court for an award from the Settlement Fund. Any portion of the Expense Fund remaining at the conclusion of the settlement administration shall be returned to Milne's insurer.

21. The Released Parties shall have no liability, obligation, or responsibility for the notice procedure, allocation and distribution procedure, administration or processing of claims or of the settlement contained herein, or disbursement of the Settlement Fund, including, without limitation, the distribution of notices to the Settlement Class, or distribution of the Settlement Fund, except as expressly provided herein or as directed by the District Court.

22. Within sixty (60) days after the end of the Claims Period, Plaintiffs' Counsel will apply to the District Court for a Class Distribution Order approving (i) Plaintiffs' Counsel's determinations concerning the distributions, if any, to which the Settlement Class Members are entitled pursuant to the Plan of Allocation, (ii) payment of any outstanding administration fees, expenses, and reasonable and necessary attorney's fees associated with the administration of the settlement contained herein from the Settlement Fund and (iii) payment from the Settlement Fund to the Named Plaintiffs, authorized Settlement Class Members and Plaintiffs' Counsel and (iv) ruling on any outstanding

appeals of Plaintiffs' counsel's final eligibility determinations as described by Paragraph 26.

23. Payment pursuant to the Class Distribution Order shall be final and conclusive against any and all Settlement Class Members. All Settlement Class Members, regardless of whether they receive distributions, shall be bound by all of the terms of this Agreement including the terms of the Final Approval Order and the releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Released Parties concerning any and all of the Released Claims.

#### **PLAN OF ALLOCATION**

24. The Settlement Fund shall be allocated as follows: (i) one-third to the Named Plaintiffs (the "Named Plaintiffs' Fund") in consideration for their service as representatives of the Settlement Class and the release of their individual claims; (ii) one-third to Plaintiffs' Counsel for Litigation Expenses and attorney's fees (the "Fee & Expense Fund"); and (iii) one-third to pay the claims of the Settlement Class Members (the "Claims Fund").

25. Any Settlement Class Member who/which desires to claim a payment from the Claims Fund shall request and complete a claim form in substantially the form attached hereto as Exhibit D within 90 days of the entry of the Order Granting Preliminary Approval of Settlement and submit documentation demonstrating that he/she/it is the person entitled to receive the payment.

26. Plaintiff's Counsel shall review all timely submitted claims and promptly notify the Settlement Class Member of any deficiencies in the claim form or supporting documentation. Absent good cause for an extension, any such deficiencies in the claim form must be resolved prior to the end of the Claims Period. Unless such an extension has been granted, Plaintiff's Counsel will inform Settlement Class Members of its final eligibility determination prior to the end of the Claims Period. A Settlement Class Member may appeal the final eligibility determination of Plaintiffs' Counsel in

writing or by email to Plaintiffs' Counsel within ten (10) days of its receipt by the Settlement Class Member. Counsel for the Settling Parties shall promptly confer and inform the Settlement Class Member of their decision within ten (10) days. The Settlement Class Member may petition the District Court for review of the Settling Parties' decision within ten (10) days. The decision of the District Court shall be final.

27. Plaintiffs' Counsel shall pay the Claim Amount corresponding to each Settlement Class Member who/which timely submitted a valid claim within thirty (30) days of the Settlement Effective Date. If the Claims Fund is insufficient to pay all approved Settlement Class Member claims in full, Plaintiffs' Counsel shall distribute the Claims Fund to Settlement Class Members on a pro rata basis.

28. Any portion of the Claims Fund not distributed to the Settlement Class or expended to reimburse Plaintiffs' Counsel its expenses of the settlement administration shall be paid to the Named Plaintiffs.

29. Distributions will be paid to the Settlement Class Member or to his or her estate. If both the person receiving services from the Hicks Defendants and the person who paid the fee file valid claims, the refund shall be paid to them jointly and delivered to the address of the person who paid the fee, or his or her authorized representative. All refunds owed to any deceased Settlement Class Member shall be paid to his or her estate and delivered to the representative making the claim on their behalf. The Settling Parties shall not otherwise be responsible for distributing the Claims Fund. Any disputes as to the validity of any claim or distribution thereon shall be handled in accordance with Paragraphs 26 & 27.



### **SETTLEMENT EFFECTIVE DATE**

30. The Settlement Effective Date shall be the latest date by which all of the following have occurred:
- a. Execution of this Agreement by each of the Settling Parties;
  - b. Entry of the Order Granting Preliminary Approval of Settlement;
  - c. Final Approval by the District Court of the settlement contained herein following notice to the Settlement Class and a hearing in accordance with Rule 42(e)(1)(C), TEX. R. CIV. P.;
  - d. Entry of the Order of Final Approval, Final Judgment and Order of Dismissal; and
  - e. The time to appeal the Order of Final Approval, Final Judgment & Order of Dismissal shall have passed, without the Agreement being stayed, modified, or vacated on appeal.

### **MISCELLANEOUS PROVISIONS**

31. The waiver by any one party of any breach of this Agreement shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
32. This Agreement and its Exhibits constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any party concerning this Agreement or its Exhibits, other than the representations, warranties and covenants contained and memorialized in such documents.
33. This Agreement may be executed in one or more counterparts, including by signature transmitted via facsimile or e-mail. All executed counterparts and each of them shall be deemed to be one and the same instrument.
34. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties hereto, including any and all Released Parties and any corporation, partnership,

or other entity into or with which any party hereto may merge, consolidate or reorganize.

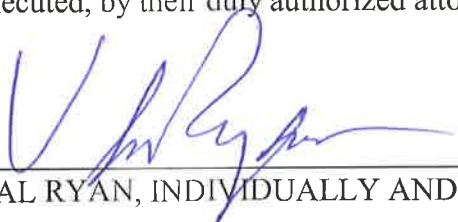
35. Notices required by the Agreement shall be submitted either by any form of registered mail, e-mail, facsimile or in person to each of the signatories below.

36. The construction, interpretation, operation, effect and validity of the settlement contained herein, and all documents necessary to effectuate it, shall be governed by the laws of the State of Texas.

37. This Agreement shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations among the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of the Agreement.

38. To the extent permissible under the law, Counsel for the Settling Parties shall support the Settlement Agreement and encourage participation by all Settlement Class Members. Counsel for the Settling Parties shall not actively encourage Settlement Class Members to exclude themselves from the Settlement Agreement or initiate separate litigation against the Released Parties.

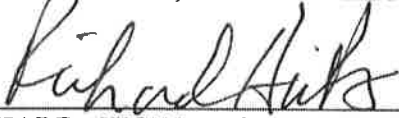
IN WITNESS THEREOF, the Settling Parties hereto have caused this Agreement to be executed, by their duly authorized attorneys as of February \_\_, 2017.

  
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VAL RYAN, INDIVIDUALLY AND AS CLASS REPRESENTATIVE

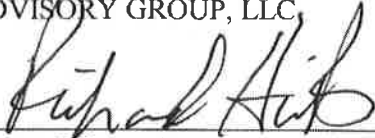
  
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JOY RYAN, INDIVIDUALLY AND AS CLASS REPRESENTATIVE



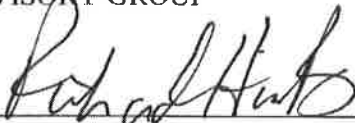
RICHARD HICKS, INDIVIDUALLY



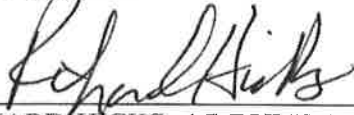
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ADVISORY GROUP, LLC



RICHARD HICKS, AS DULY AUTHORIZED REPRESENTATIVE OF ELDER TAX  
ADVISORY GROUP



RICHARD HICKS, AS DULY AUTHORIZED REPRESENTATIVE OF ELDER ADVISORY  
SERVICES, LLC



RICHARD HICKS, AS DULY AUTHORIZED REPRESENTATIVE OF ELDER ADVISORY  
SERVICES

PETER G. MILNE, INDIVIDUALLY

PETER G. MILNE, AS DULY AUTHORIZED REPRESENTATIVE OF PETER G. MILNE, P.C.

PETER G. MILNE, AS DULY AUTHORIZED REPRESENTATIVE OF HEALY, MILNE &  
ASSOCIATES, P.C.

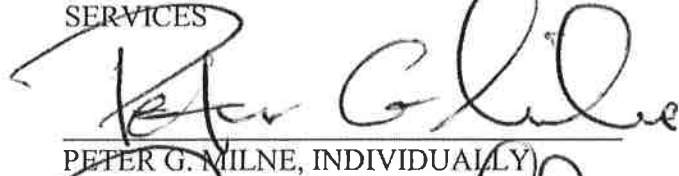
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ADVISORY GROUP, LLC

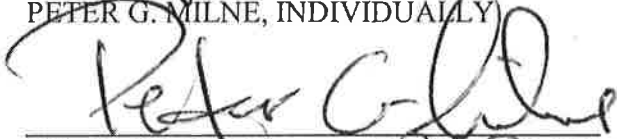
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ADVISORY GROUP

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SERVICES, LLC

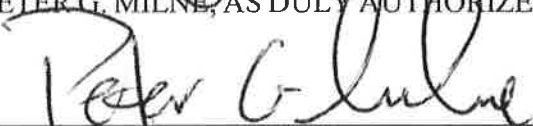
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SERVICES



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PETER G. MILNE, INDIVIDUALLY



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PETER G. MILNE, AS DULY AUTHORIZED REPRESENTATIVE OF PETER G. MILNE, P.C.



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PETER G. MILNE, AS DULY AUTHORIZED REPRESENTATIVE OF HEALY, MILNE &  
ASSOCIATES, P.C.